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GOV'T CODE §610

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11           Attorneys for Defendant  
12           COUNTY OF ALAMEDA

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14           UNITED STATES DISTRICT COURT  
15           FOR THE NORTHERN DISTRICT OF CALIFORNIA

16  
17           JUAN CHAIDEZ

18  
19           Case No.: 3:21-CV-04240-RS

20           Plaintiff

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22           **STIPULATION FOR DISMISSAL WITH  
23           PREJUDICE [FED. R. CIV. P.  
24           41(a)(1)(A)(ii)] AND ORDER**

25  
26           v.

27  
28           ALAMEDA COUNTY, a municipal  
29           corporation; WELLPATH COMMUNITY  
30           CARE, LLC, a corporation; MARIA  
31           MAGAT, in her individual capacity as a  
32           doctor in Santa Rita Jail; and DOES 1 through  
33           50, inclusive

34  
35           Defendants.

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37           Plaintiff, JUAN CHAIDEZ, by and through their undersigned attorney of record, and  
38           defendants COUNTY OF ALAMEDA, through their respective undersigned attorneys of record,  
39           hereby stipulate as follows:

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41           WHEREAS all parties to this action (the "Settling Parties") have reached a mutual and  
42           amicable settlement and have entered into a separate agreement for settlement of this action, the  
43           terms of which are set forth in writing in the "Settlement Agreement and Release of All Claims"  
44           ("the Settlement Agreement"), to fully and finally resolve all matters concerning the Settling  
45           Parties without trial;

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47           WHEREAS the Settlement Agreement covers all the claims between the Settling Parties

1 in this action; and

2 WHEREAS the Settling Parties agree to pay their own attorneys' fees and costs; and

3 WHEREAS there are no further issues for the Court to resolve as between the Settling  
4 Parties,

5 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that defendant  
6 COUNTY OF ALAMEDA be dismissed with prejudice from the above-captioned action, thereby  
7 resulting in dismissal of the entire action, with prejudice.

8 IT IS SO STIPULATED.

9  
10 DATED: September 11, 2024

POINTER & BUELNA, LLP

11  
12 By /s/ Ty Clarke

13 Adante D. Pointer, Esq.  
14 Patrick M. Buelna, Esq.  
15 Ty Clarke, Esq.  
16 Attorneys for Plaintiff  
17 JUAN CHAIDEZ

18  
19 DATED: September 11, 2024

EDRINGTON, SCHIRMER & MURPHY LLP

20 By /s/ Timothy P. Murphy

21 Timothy P. Murphy, Esq.  
22 James G. Gilyard, Esq.  
23 Attorneys for Defendant  
24 COUNTY OF ALAMEDA

## ATTESTATION

I hereby attest that I have obtained the concurrence of plaintiff's attorney to the filing of this document.

/s/ Timothy P. Murphy

TIMOTHY P. MURPHY, Attorney  
For Defendants, County of Alameda

## ORDER

Having reviewed the foregoing Stipulation, and good cause appearing, it is hereby ORDERED that defendant COUNTY OF ALAMEDA is dismissed with prejudice from the above-captioned action, each party to bear its/his/her/their own attorneys' fees and costs. The entire action is hereby dismissed with prejudice.

IT IS SO ORDERED.

Dated: 9/11/2024

The Honorable Richard Seeborg  
Chief District Judge